

October 16, 2007 CPC



STAFF'S
REQUEST ANALYSIS
AND
RECOMMENDATION

07SN0385

First Commonwealth Services

Matoaca Magisterial District
Spring Run Elementary; Bailey Bridge Middle; and Manchester High Schools Attendance Zones
East line of Winterpock Road

REQUEST: Rezoning from Agricultural (A) to Residential (R-12).

PROPOSED LAND USE:

A single family residential subdivision with a minimum lot size of 24,000 square feet is planned (Proffered Condition 10). A maximum of thirteen (13) lots are proposed, yielding a density of approximately 1.59 dwelling units per acre. (Proffered Condition 3)

RECOMMENDATION

Recommend approval subject to the applicant addressing concerns regarding compatibility of the proposed development with those lots of the adjacent subdivision to the east, as discussed herein. This recommendation is made for the following reason:

While the proposed zoning and land use conforms to the Upper Swift Creek Plan which suggests the request property is appropriate for residential use of 2.2 units per acre or less and the proffered conditions adequately address the impacts of this development on capital facilities, the proposal fails to require a density and lot sizes comparable to those within the Summerford Subdivision to east through which sole access for this development is proposed.

(NOTES: A. THE ONLY CONDITION THAT MAY BE IMPOSED IS A BUFFER CONDITION. THE PROPERTY OWNER(S) MAY PROFFER OTHER CONDITIONS.

- B. IT SHOULD BE NOTED THAT REVISIONS TO THE PROFFERED CONDITIONS WERE NOT RECEIVED AT LEAST THIRTY (30) DAYS PRIOR TO THE COMMISSION'S PUBLIC HEARING PER THE "SUGGESTED PRACTICES AND PROCEDURES." THE "PROCEDURES" SUGGEST THAT THE CASE SHOULD BE DEFERRED IF REPRESENTATIVES FROM THE AFFECTED NEIGHBORHOOD(S), STAFF AND THE COMMISSIONERS HAVE NOT HAD SUFFICIENT TIME TO EVALUATE THE AMENDMENTS. STAFF HAS HAD AN OPPORTUNITY TO THOROUGHLY REVIEW THESE AMENDMENTS.)

PROFFERED CONDITIONS

1. Public water and wastewater shall be used. (U)
2. The applicant, subdivider, or assignee(s) shall pay the following, for infrastructure improvements within the service district for the property, to the county of Chesterfield prior to the issuance of building permit:
 - A. \$15,600.00 per dwelling unit, if paid prior to July 1, 2007; or
 - B. If paid after June 30, 2007, the amount approved by the Board of Supervisors not to exceed \$15,600.00 per dwelling unit adjusted upward by any increase in the Marshall and Swift building cost index between July 1, 2006, and July 1 of the fiscal year in which the payment is made.
 - C. Cash proffer payments shall be spent for the purposes proffered or as otherwise permitted by law. (B&M)
3. A maximum of thirteen (13) lots shall be permitted in this development. (P)
4. Except for timbering approved by the Virginia State Department of Forestry for the purpose of removing dead or diseased trees, there shall be no timbering on the Property until a land disturbance permit has been obtained from the Environmental Engineering Department and the approved devices installed. (EE)
5. There shall be no direct vehicular access from the property to Winterpock Road. (T)
6. In conjunction with recordation of the initial subdivision plat, sixty (60) feet of right-of-way along the east side of Winterpock Road, measured from the approved revised centerlines of that part of the roadways immediately adjacent to the property, shall be dedicated, free and unrestricted, to and for the benefit of Chesterfield County. (T)
7. The minimum gross floor area for one story dwelling units shall be 2200 square feet and dwelling units with more than one story shall have a minimum gross floor area of 2500 square feet. (BI & P)

8. All exposed portions of the foundation of each new dwelling unit shall be faced with brick or stone veneer. Exposed piers supporting front porches shall be faced with brick or stone veneer. (BI & P)
9. At a minimum, the restrictive covenants attached hereto as Exhibit A, dated October 2, 2007 shall be recorded prior to or in conjunction with recordation of any subdivision plat. (P)
10. All lots shall have a minimum area of 24,000 gross square feet. (P)
11. The developer shall be responsible for relocation of the roadside ditch to provide an adequate shoulder along the eastern side of Winterpock Road for the entire property frontage and dedication to and for the benefit of Chesterfield County, free and unrestricted, any additional right of way or easements required for this improvement. (T)

GENERAL INFORMATION

Location:

East line of Winterpock Road, north of Springford Parkway and west line of Summercreek Drive across from Summercreek Place. Tax ID 722-661-8707.

Existing Zoning:

A

Size:

8.2 acres

Existing Land Use:

Vacant

Adjacent Zoning and Land Use:

North and South – A and R-12; Single family residential or vacant

East – R-12; Single family residential or vacant

West - A; Single family residential on acreage parcels or vacant

UTILITIES

Public Water System:

There is an existing sixteen (16) inch water line extending along the east side of Winterpock Road, adjacent to this site. In addition to the sixteen (16) inch line, an eight

(8) inch water line extends along the east side of Summercreek Drive, adjacent to a portion of the eastern boundary of this site. The public water system is available to serve this site. Use of the public water system is recommended by the Upper Swift Creek Plan and has been proffered. (Proffered Condition 1)

Public Wastewater System:

There is an existing eight (8) inch wastewater collector line extending along a portion of Summercreek Drive and terminates approximately 100 feet east of this site. The Upper Swift Creek Plan recommends use of the public wastewater collector system. Use of the public wastewater system has been proffered. (Proffered Condition 1)

ENVIRONMENTAL

Drainage and Erosion:

Property drains to the east through Summerford Subdivision to Lake Summerford. There are currently no on- or off-site drainage or erosion problems and not anticipated after development. The property is wooded and as such should not be timbered without obtaining a land disturbance permit from the Department of Environmental Engineering and the appropriate devices being installed (Proffered Condition 4). This will ensure that adequate erosion control measures are in place prior to land disturbance.

PUBLIC FACILITIES

The need for schools, parks, libraries, fire stations, and transportation facilities in this area is identified in the County's adopted Public Facilities Plan, Thoroughfare Plan, and Capital Improvement Program and further detailed by specific departments in the applicable sections of this request analysis.

Fire Service:

The Public Facilities Plan indicates that fire and emergency medical service (EMS) calls are expected to increase forty-four (44) to seventy-eight (78) percent by 2022. Six (6) new fire/rescue stations are recommended for construction by 2022 in the Plan. In addition to the six (6) new stations, the Plan also recommends the expansion of five (5) existing stations. Based on thirteen (13) dwelling units, this request will generate approximately two (2) calls for fire and emergency medical service each year. The applicant has addressed the impact on fire and EMS. (Proffered Condition 2)

The Winterpock Fire Station, Company 19, currently provides fire protection and emergency medical service. When the property is developed, the number of hydrants, quantity of water needed for fire protection, and access requirements will be evaluated during the plans review process.

Schools:

Approximately seven (7) (Elementary: 3, Middle: 2, High: 2) students will be generated by this development. This site lies in the Spring Run Elementary School attendance zone: capacity - 943, enrollment – 1,303; Bailey Bridge Middle School zone: capacity - 1,521, enrollment - 1,563; and Manchester High School zone: capacity – 2,107, enrollment – 2,149. The enrollment is based on September 29, 2006 and the capacity is as of 2006-2007.

This request will have an impact at the elementary, middle and high schools levels. There are currently eighteen (18) trailers at Spring Run and five (5) at Manchester High.

The new Winterpock Elementary School is scheduled to open this fall and the new Tomahawk Middle School is scheduled to open in 2008. The new elementary school will provide relief for Spring Run and Grange Hall Elementary and the new middle school will provide relief for schools in this area of the county. This area of the county continues to experience growth and these schools, will provide much needed space.

This case combined with other residential developments and zoning cases in the area, will continue to push these schools over capacity, necessitating some form of relief in the future. The applicant has addressed the impact of the development on schools. (Proffered Condition 2)

Libraries:

Consistent with the Board of Supervisors' Policy, the impact of development on library services is assessed countywide. Based on projected population growth, the Chesterfield County Public Facilities Plan (2004) identifies a need for additional library space throughout the County. Development could affect either the existing Clover Hill Library or a proposed new facility in the vicinity of Beach and Winterpock Roads. The Plan identifies a need for additional library space in this area. The applicant has offered measures to assist in addressing the impact of this development on library facilities. (Proffered Condition 2)

Parks and Recreation:

The Public Facilities Plan identifies the need for three (3) new regional parks, seven (7) community parks, twenty-nine (29) neighborhood parks and five (5) community centers by 2020. In addition, the Public Facilities Plan identifies the need for ten (10) new or expanded special purpose parks to provide water access or preserve and interpret unique recreational, cultural or environmental resources. The Plan identifies shortfalls in trails and recreational historic sites. The applicant has offered measures to assist in addressing the impact of this development on Parks and Recreation facilities. (Proffered Condition 2)

Transportation:

The property is located on the east side of Winterpock Road just north of the Springford Parkway intersection. The applicant is requesting rezoning from Agricultural (A) to Residential (R-12) and has proffered a maximum density of thirteen (13) lots (Proffered Condition 3). Based on single-family trip rates, development of the property could generate approximately 160 average daily trips. These vehicles will initially be distributed along Winterpock Road, which had a 2005 traffic count of 8,522 vehicles per day. Based on the volume of traffic it carried during peak hours, Winterpock Road was at capacity. (Level of Service E)

The Thoroughfare Plan identifies Winterpock Road as a major arterial with a recommended right of way width of ninety (90) feet; however, included in the proposed amendment to the Upper Swift Creek Plan is a recommendation to increase the recommended right of way width for Winterpock Road to 120 feet. Staff has determined that this section of Winterpock Road will need to be six (6) lanes to accommodate traffic volumes at total build out. A 120 foot wide right of way is required to construct a six (6) lane facility. The applicant has proffered to dedicate sixty (60) feet of right of way on the west side of Winterpock Road, measured from the centerline, in accordance with this recommendation. (Proffered Condition 6)

Access to major arterials, such as Winterpock Road, should be controlled. The property was planned to be accessed from Summer Creek Drive in the Summerford Subdivision. The applicant has proffered no direct vehicular access from the property to Winterpock Road. (Proffered Condition 5)

The traffic impact of this development must be addressed. The applicant has proffered to relocate the ditch along Winterpock Road to provide an adequate shoulder for the entire property frontage.

Area roads need to be improved to address safety and accommodate the increase in traffic generated by this development. Traffic generated by this development will travel along Winterpock Road. Sections of Winterpock Road have little or no shoulders, fixed objects adjacent to the edge of pavement, and poor vertical and horizontal alignments. The applicant has proffered to contribute cash, in an amount consistent with the Board of Supervisors' Policy, towards mitigating the traffic impact of this development. (Proffered Condition 2)

Cash proffers alone will not cover the cost of the road improvements needed in this area. There are no projects in this area currently included in the Six-Year Improvement Program. The county has a project to reconstruct McEnally Road between Winterpock Road and Spring Run Road. Construction is anticipated in summer of 2008.

During tentative subdivision review, specific recommendations will be provided regarding stub road rights-of-way to adjacent properties and the proposed internal street network.

Financial Impact on Capital Facilities:

		PER UNIT
Potential Number of New Dwelling Units	13*	1.00
Population Increase	35.36	2.72
Number of New Students		
Elementary	3.03	0.23
Middle	1.69	0.13
High	2.20	0.17
TOTAL	6.92	0.53
Net Cost for Schools	\$69,524	5,348
Net Cost for Parks	7,852	604
Net Cost for Libraries	4,537	349
Net Cost for Fire Stations	5,265	405
Average Net Cost for Roads	116,246	8,942
TOTAL NET COST	\$203,424	\$15,648

* Based on a proffered maximum of thirteen (13) dwelling units (Proffered Condition 3). The actual number of dwelling units and corresponding impact may vary.

As noted, this proposed development will have an impact on capital facilities. Staff has calculated the fiscal impact of every new dwelling unit on schools, roads, parks, libraries, and fire stations at \$15,648 per unit. The applicant has been advised that a maximum proffer of \$15,600 per unit would defray the cost of the capital facilities necessitated by this proposed development. The applicant has been further advised that a proffer of \$10,269 per dwelling unit would defray the cost of developing the age-restricted portion of the development, as it will have no increased impact on school facilities. Consistent with the Board of Supervisors' policy, and proffers accepted from other applicants, the applicant has offered cash and road improvements to assist in defraying the cost of this proposed zoning on such capital facilities. (Proffered Condition 2)

Note that circumstances relevant to this case, as presented by the applicant, have been reviewed and it has been determined that it is appropriate to accept the maximum cash proffer in this case.

LAND USE

Comprehensive Plan:

Lies within the boundaries of the Upper Swift Creek Plan which suggests the property is appropriate for residential use of 2.2 units per acre or less. The Plan is currently being revised. The draft Plan, as recommended by the Planning Department, also suggests the request property is appropriate for residential use of 2.2 units per acre or less.

Area Development Trends:

Area properties are zoned Agricultural (A) and Residential (R-12) and are occupied by single family residential use within the Summerford Subdivision, on acreage parcels or are vacant.

Comparable Lot Sizes, Densities and Sole Access:

As noted, the request property fronts on Summercreek Drive within the adjacent Summerford Subdivision. Sole access from the request property is proposed along Summercreek Drive through Summerford Subdivision, Section A. Typically, new lots developed with sole access through an existing subdivision share an identity with the adjacent subdivision and should have comparable lot sizes and densities to ensure compatibility between the two (2) developments.

A maximum of thirteen (13) dwelling units is proposed, yielding a density of approximately 1.59 units per acre (Proffered Condition 3). In addition, lots would be required to have a minimum area of 24,000 square feet (Proffered Condition 10). Lots within Summerford in the vicinity of the request property yield an average lot size of approximately 34,425 and a density of approximately 1.14 units per acre. The proposal fails to require compatible lots sizes and densities for the proposed development. As noted, a minimum area of 24,000 square feet is proposed for lots on the request property, but lots within the portion of the Summerford Subdivision through which this development proposes sole access have lot areas ranging between 25,463 and 62,136. Further, this development proposes a density of approximately 1.59 dwelling units per acre, while the affected portion of Summerford yields approximately 1.14 dwelling units per acre.

House Sizes and Foundation Treatments:

Proffered conditions address minimum house sizes and foundation treatments. (Proffered Conditions 7 and 8)

Restrictive Covenants:

Proffered Condition 9 requires restrictive covenants as shown in Exhibit A to be recorded with the recordation of any subdivision plat for the request property (Attachment). It is important to note that the County only ensures that the covenants are recorded and is not responsible for enforcement of the covenants. Once the covenants are recorded, they may be changed.

CONCLUSION

The proposed zoning and land use conform to the Upper Swift Creek Plan which suggests the request property is appropriate for residential use of 2.2 units per acre or less. As noted herein, the applicant has proffered a maximum of thirteen (13) dwelling units yielding a density of approximately 1.59 units per acre. In addition, the proffered conditions address the impact of this development on necessary capital facilities, as outlined in the Zoning Ordinance and Comprehensive Plan. However, the proposal fails to require a density and lot sizes comparable to those within the Summerford Subdivision to east through which sole access for this development is proposed.

Given these considerations, approval of this request is recommended subject to the applicant addressing concerns relative to comparable lot sizes and densities with Summerford Subdivision since the proposed development will have its only access via Summercreek Drive through this adjacent subdivision.

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EXHIBIT A
First Commonwealth Services
Case 07SN0385
October 2, 2007

- I. The following provisions in the restrictive covenants cannot be modified or amended for a period of at least twenty (20) years following recordation.

II. ARCHITECTURAL CONTROL

The Board of directors and the Declarant shall have the authority and standing, on behalf of the Association to enforce in courts of competent jurisdiction decisions of the Committee established in Section 1 of this Article. The Article may not be amended without the Declarant's written consent so long as the Declarant owns any property within the Property. No construction, which term shall include within its definition, staking, clearing, excavation, grading and other site work, and no plantings, or removal of plants, trees, or shrubs shall take place except in strict compliance with this Article, until the requirements thereof have been fully met, and until the approval of the Architectural Board has been obtained.

Section 1. Architectural Board. The Architectural Board shall have exclusive jurisdiction over all original construction, modifications, additions or alterations made on or to all existing improvements and the open space, if any, appurtenant thereto, on all Property. The Standards shall incorporate all restrictions and guidelines relating to development and construction contained in this Declaration as well as restrictions and guidelines with respect to location of structures upon property, size of structures, driveway and parking requirements, foundations and length of structures and landscaping requirements. The guidelines and procedures shall be those of the Summerford Association. The Architectural Board shall make the Standards available to Owners, builders and developers who seek to engage in development of or construction upon property within their operations strictly in accordance therewith. The Architectural Board shall initially consist of three (3) members, all appointed by the Declarant. At such time as seventy five percent (75%) of all property within the Property has been developed, improved, and conveyed to purchasers in the normal course of development and sale, the Board of Directors, of the Association shall have the right to appoint a maximum of two (2) additional members. At no time shall the Architectural Board have less than three (3) members nor more than five (5) members. At such time as one hundred percent (100%) of all property within the Property has been developed, improved and conveyed to purchasers in the normal course of development and sale the Board of Directors shall appoint all members of the Architectural Board. The Declarant may, at his option, delegate to the Board of Directors his right to appoint one or more members of the Architectural Board. At all times, at least one (1) member of the Architectural Board shall be a member of the Association, and at least one (1) member shall be an architect licensed to practice in the State of Virginia, who shall also be the Chairman.

Section 2. Meeting and Decisions of the Board. The Architectural Board shall establish times, dates and frequency of meetings except that the Board shall meet at least once each thirty (30) days. A quorum of a simple majority of the members shall be required to review and take action on applications for approval. The Board shall appoint a secretary who shall prepare minutes of each Board meeting including all decisions of the Board. If the Architectural Board fails to approve or deny an application within thirty (30) days of receipt of the application by the Board, the party making the submission for approval shall deliver written notice to the Architectural

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Board of its failure to act, and, if approval is not granted or denied within fifteen (15) days thereafter the plans and specifications shall be deemed to be approved.

Section 3. No Waiver of Future Approvals. The approval of the Architectural Board of any proposals or plans and specifications or drawings for any work done or proposed, or in connection with any other matter requiring the approval and consent of such Committee, shall not be deemed to constitute a waiver of any right to withhold approval or consent as to any similar proposals, plans and specifications, drawings, or matter subsequently or additionally submitted for approval or consent.

Section 4. Variance. The Architectural Board may authorize variances from compliance with any of the provisions of the Standards when circumstances such as topography, natural obstructions, hardship, aesthetic or environmental considerations require, but only in accordance with duly adopted rules and circumstances dictate and no variance shall (a) be effective unless in writing, (b) be contrary to the restrictions set forth in the body of this Declaration or (c) prevent the committee from denying a variance in other circumstances. For purposes, of the Section, the inability to obtain approval of any governmental agency, the issuance of any permit, or the terms of any financing shall not be considered a hardship warranting a variance.

Section 5. Review and Control by the Architectural Board. No building, fence, garage, swimming pool or other structure shall be erected, placed or altered nor shall a building permit for such improvement be applied for on any unimproved property in the Property until two (2) complete sets of professionally drawn and prepared building plans and elevations, specification, and site plan (showing the proposed location of such building, drives and parking areas),, shall have been reviewed and approved in writing by the Architectural Review Board. In reviewing such materials, the Architectural Review Board shall consider such things as aesthetic appearance, harmony with surrounding improvements, compliance with this Declaration and any additional criteria adopted by the Architectural Board as part of the Standards. Approval or Disapproval of plans, locations or specifications may be based by the Architectural Board upon any ground incorporated within the Standards including purely aesthetic considerations, which in the sole and uncontrolled discretion of the Architectural Board shall be sufficient. No painting, staining, changes in color, finish materials or alteration to the exterior façade of any structure shall be undertaken until approval has been obtained in writing from the Architectural Board. This provision shall not apply to repainting the same color.

No completed structure shall be deemed to be in compliance with these Covenants unless and until a Certificate of Compliance has been issued by the Architectural Board.

Section 6. Application Fees. The Board of Directors of the Association shall have the right to set and charge a fee for applications for home improvement alterations, construction of accessory structures, garages, swimming pools or fences to defray architectural review costs. Applications for new home construction are excluded from this provision.

Section 7. Entry on a Property. The Architectural Board or any of its representatives shall have the right to enter any improved Lot or unimproved Lot within the Property for the sole purpose of determining compliance with these covenants and the Standards, and with decisions of the Architectural Board, pending or completed, which affect that property. Entering a property for this purpose shall not be deemed a trespass.

III. ENVIRONMENTAL COVENANTS

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In order to protect the natural beauty of the vegetation, topography or other natural features within the Property the following environmental controls are hereby established.

Section 1. Excavation. Topographic and vegetational characteristics of any property within the Property shall not be altered by removal, reduction, cutting, excavation or any other means without the prior written approval of the Architectural Board. Written approval will be granted for the minimum amount of each movement and vegetation reduction required, and plans and specifications approved pursuant to the provisions of Section 2, of this Article. Provided, however, all Lots shall be cleared of obnoxious vegetation, debris and underbrush with all cleared areas mulched, seeded or sodded.

Section 2. Trees. To the extent reasonably practical, the clearing of mature trees on Lots shall be limited to those areas required to accommodate the residence to be constructed thereon and its normal and customary accessories, open front yard areas and those limited areas required to permit utility services and driveways. No trees measuring six (6) inches in diameter at a point two (2) feet above ground level which are located more than ten (10) feet away from the residence or structural constructed on the Lot, shall be removed without the prior written approval of the Architectural Board.

Section 3. Landscaping. Every Lot will be required to have a minimum amount of added landscape materials and planting as established by the Architectural Board in the Standards. Any significant plantings of trees or shrubs intended to act or resulting as a screen between properties or Lots within the Property must be first approved by the Architectural Board.

Section 4. Drainage. In order to prevent excessive "runoff" or drainage of any Lot, the Declarant hereby reserves the right for itself and the Architectural Board to establish a maximum percentage of land within each Lot which may be covered by a building, patio, driveway or other structure. In the establishment of such a percentage of Lot coverage, the Declarant or the Architectural Board may consider topography, percolation, soil types and condition, vegetation coverage and other relevant environmental factors.

Section 5. Erosion Control. The Declarant shall have the right, and hereby reserves an easement for itself and the Association, to enter upon any Lot whether improved or unimproved for the purpose of performing necessary grading, landscaping work or constructing and maintaining erosion prevention devices. The Declarant shall have the right, and hereby reserves an easement for itself and the Association, to enter onto any unimproved Lot within the Property to implement effective insect, reptile and woods fire control for the purpose of mowing, removing, clearing, cutting or pruning underbrush, weeds or other unsightly growth which, in the opinion of the Declarant or the Association, detracts from the overall beauty, setting or safety of the Property. The cost of this vegetation control shall be kept as low as reasonably practical and shall be paid by the Lot Owner of the property upon which such work is performed. Prior to entering upon any property to undertake such maintenance or erosion control work, the Declarant or the Association shall first give the Lot Owner of such property written notice that such work must be performed within thirty (30) days after the date of delivery of the notice, or such shorter period as required by Declarant or Board of Directors if an emergency exists, or a shorter period as otherwise deemed reasonably necessary. Only if the Lot Owner fails to take appropriate corrective action within such thirty (30) days or shorter period, shall the Declarant or the Association take such action. The cost of any work undertaken by the Declarant or the Association shall be paid by the Lot Owner of the

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Lot and shall be deemed to be an assessment to remedy unsightly conditions giving rise to the lien thereof. Entrance upon any Lot within the Property by the Declarant or the Association for such purposes shall not be deemed to be a trespass but, rather, an easement as reserved above for such purposes by the Declarant for the Declarant and the Association.

IV. REQUIRED IMPROVEMENTS AND RESTRICTIONS

Section 1. Mailboxes and Post Lamps. Every improved Lot in the Property shall be required to have a mailbox with supporting post, and a post lamp of design and installation as specified in the Standards. Each Lot owner shall be responsible for the maintenance and operation of the fixture, support thereof.

Section 2. Parking. Each property owner shall provide space for the parking of automobiles off public streets prior to the occupancy of any building or structure constructed on said property in accordance with the Standards.

Section 3. Signs. No signs shall be erected or maintained on any property by anyone including, but not limited to, the owner, a realtor, a contractor or subcontractor except as provided for in the Standards, or except as may be required by legal proceedings. Residential property identification and like signs not exceeding a combined total of more than one (1) square foot may be erected without the written permission of the Declarant or the Association.

Section 4. Condition of Ground. It shall be the responsibility of each property owner and tenant to prevent the development of any unclean, unsightly, or unkempt conditions of buildings or grounds on such property which shall tend to substantially decrease the beauty of the neighborhood as a whole or specific area.

Section 5. Residential Use.

- a. All lots shall be used for residential purposes exclusively. The use of a portion of a dwelling on a Lot as an office by the owner or tenants thereof shall be considered a residential use if such use does not create customer or client traffic to and from the Lot. No structure, except as herein after provided shall be erected, altered, placed, or permitted to remain on any Lot other than one (1) detached single family dwelling and one (1) accessory building which may include a detached private garage, provided the use of such accessory building does not overcrowd the site and provided further, that such building is not used for any activity normally conducted as business. Such accessory building may not be constructed prior to the construction of the main building.
- b. A guest suite or like facility without a kitchen may be included as part of the main dwelling or accessory building, but such suite may not be rented or leased except as part of the entire premises including the main dwelling, and provided, however, that such suite would not result in over-crowding the site.
- c. The provisions of this paragraph shall not prohibit the Declarant from using a house and model provided in this Declaration.

Section 6. Exterior Structure Completion. The exterior of all houses and other structures must be completed within one (1) year after the construction of same shall have commenced, except where

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such completion is impossible or would result in great hardship to the owner or builder due to the strikes, fires, national emergency, or natural calamities. Houses and other dwelling structures may not be temporarily or permanently occupied until the exteriors thereof have been completed. During the continuance of construction the owner of the Lot shall require the contractor to maintain the Lot in a reasonable clean and uncluttered condition.

Section 7. Screened Areas. Each Lot owner shall provide a screened area to serve as a service yard and an area in which garbage receptacles, fuel tanks or similar storage receptacles, electric and gas meters, air conditioning equipment, clotheslines, and other unsightly objects much be placed or stored in order to conceal them from view from the road and adjacent properties. Plans for such screened area delineating the size, design, texture, appearance, and location must be approved by the Architectural Board prior to construction. Garbage receptacles and fuel tanks may be located outside of such screened area only if located underground.

Section 8. Vehicle Storage. No mobile home, trailer, tent, barn, or other similar out-building or structure shall be placed on any Lot at any time, either temporarily or permanently. Boats, boat trailers, campers, recreational vehicles, or utility trailers may be maintained on a Lot, but only when an enclosed or screened area approved by the Architectural Board so that they are not generally visible from adjacent properties.

Section 9. Temporary Structures. No structure of a temporary character shall be placed upon any Lot at any time, provided, however, that this prohibition shall not apply to shelter or temporary Structures used by the contractor during the construction of the main dwelling house, it being clearly understood that these latter temporary shelters may not, at any time, be used as residences or permitted to remain on the lot after completion of construction. The design and color of structures temporarily placed on the Lot by a contractor shall be subject to reasonable aesthetic control by the Architectural Board.

Section 10. Antennas. No television antenna, radio receiver, satellite dish, or sender, or other similar device shall be attached to or installed on the exterior portion of any building or structure on any Lot except that should cable television services be unavailable and good television reception not be otherwise available and except as permitted by law, a Lot owner may make written application to the Association for permission to install a television antenna and such permission shall not be unreasonably withheld.

Section 11. Further Subdivision. No lot shall be subdivided, or its boundary lines changed nor shall applications for same be made to Chesterfield County, except with the written consent of the Declarant. However, the Declarant hereby expressly reserves to itself, its successors, or assigns, the right to replat any Lot or Lots owned by it and shown on the plat of any subdivision within the Property, in order to create a modified building Lot or Lots; and to take such other steps as are reasonably necessary to make such replatted Lot suitable and fit as a building site including, but not limited to, the relocation of easements, walkways, rights of way, private roads, bridges, parks, recreational facilities and other amenities to conform to the new boundaries of said replatted Lots, provided that no Lot originally shown on the first plat of the subdivision section recorded in the Clerk's Office. The provisions of this paragraph shall not prohibit the combining of two (2) or more continuous Lots into one (1) larger Lot. Following the combining of two (2) or more Lots into one (1) larger Lot, only the exterior boundary lines of the resulting larger Lot shall be considered in the interpretation of these covenants.

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Section 12. Animals. Only common household pet animals shall be permitted within the Property. All pet animals must be secured by a leash or lead, or under the control of a responsible person and obedient to that person's command at any time they are permitted outside a residence or other enclosed area upon a Lot, approved by the Architectural Board for the maintenance and confinement of pet animals. No livestock, including cattle, horses, sheep, goats, pigs, or poultry shall be permitted upon any Lot. After giving a Lot owner written notice of complaint and reasonable opportunity to remedy the situation, the Board of Directors may order the removal of any pet from the Property which has become a nuisance or a danger.

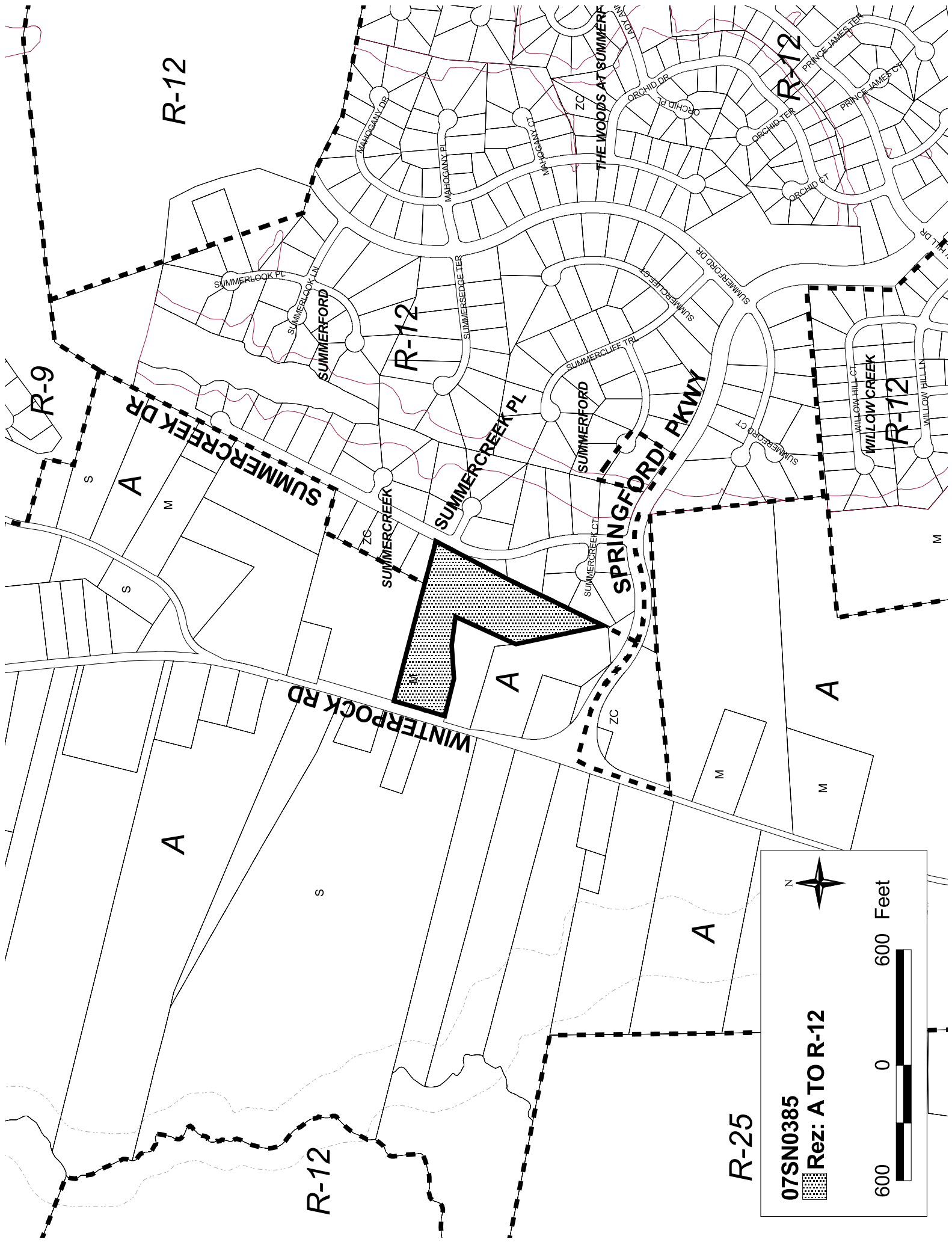
Section 13. Motor Bikes, All Terrain Vehicles. No motor bikes, motorcycles or all terrain vehicles shall be driven upon the Property, Common Area, Lots or roads (unless properly licensed on roads) within the Property, with the exception of licensed vehicles and mopeds which shall be operated solely upon the public streets, within the Property for direct ingress and egress purposed only.

Section 14. External Lighting. No external lighting shall be installed or utilized on any property within the Property other than Recreational Facilities which is of such character, intensity or location as to interfere with the use, enjoyment and privacy of any Lot in the near vicinity. No neon or flashing lights shall be permitted. All external lighting shall be approved by the Architectural Board as appropriate, in size, location, color and intensity.

Section 15. Swimming Pools. No swimming pool above ground shall be permitted and no in ground pool, shall be installed upon any Lot without the prior written consent of the Architectural Board which shall require that all swimming pools be adequately screened from the view of adjacent Lots and streets.

Section 16. Rules and Regulations. The Board of Directors is granted and shall have the power to promulgate rules and regulations, from time to time, governing the use of and activity upon the Common Area and the Recreational Facilities (if the Recreational Facilities are owned or leased by the Association). All rules and regulations promulgated by the Board of Directors shall be published and distributed to each member of the Association at least thirty (30) days prior to their effective date.

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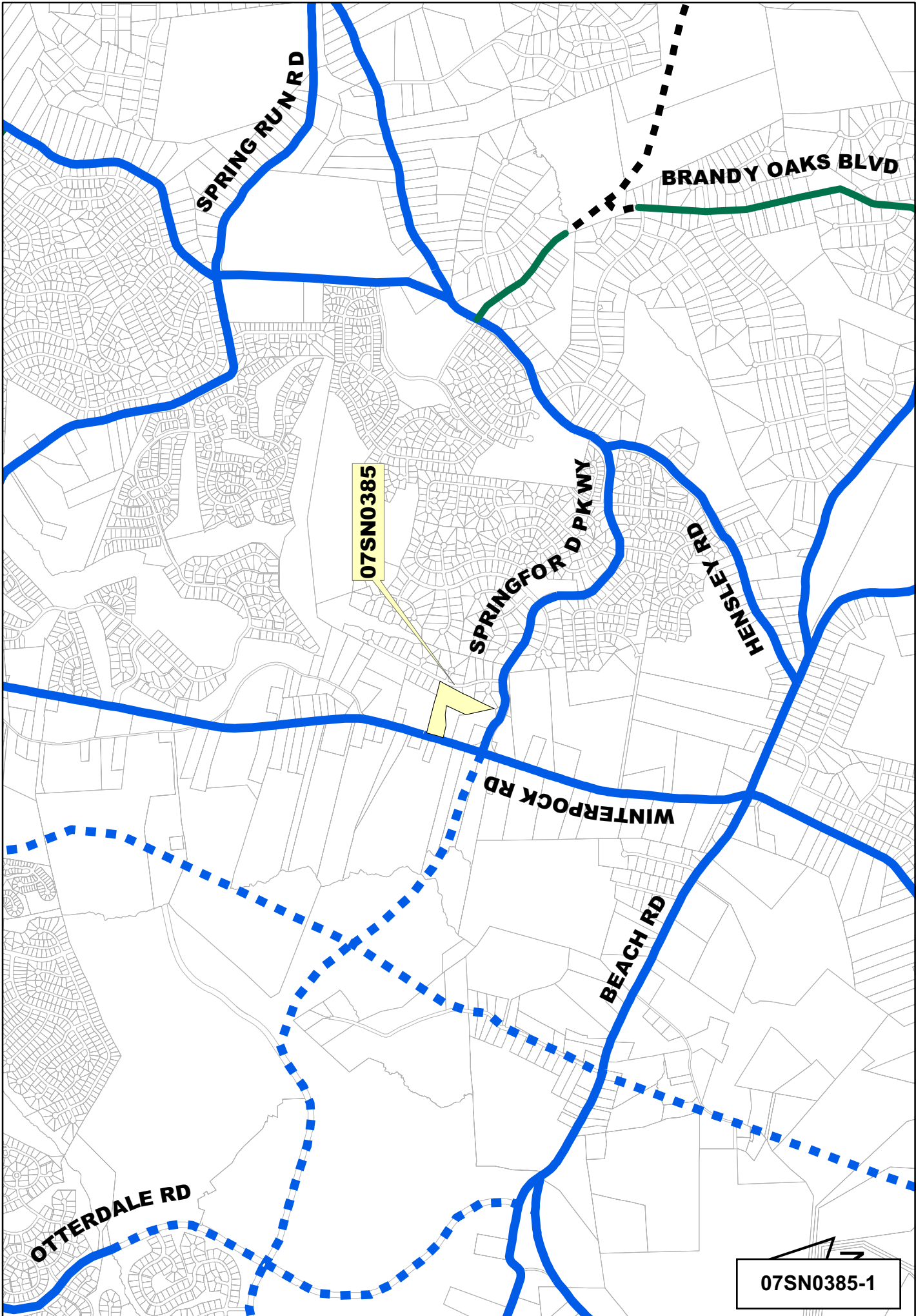
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